

**AGREEMENT FOR SALE/ SUB-LEASE**

This Agreement for Sale/Sub-Lease ('**Agreement**') is executed at Noida on this the \_\_\_\_ day of \_\_\_\_\_ 2025.

**BY AND BETWEEN**

**Exotica Infratech LLP** [LLPIN ACF-6486] a Limited Liability Partnership duly incorporated under The Limited Liability Partnership Act, 2008, having its registered office at 228, Basement, Jagriti Enclave, New Delhi-110092 (India) and corporate office at Plot No. H-63, Sector 63, Noida- 201301, Uttar Pradesh (India), represented by its Authorized representative \_\_\_\_\_ [Aadhar No. \_\_\_\_\_] duly authorized vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the '**Promoter**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns);

**AND**

**[If the Allottee is a company]**

\_\_\_\_\_, [CIN No. \_\_\_\_\_] a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, [PAN \_\_\_\_\_], represented by its Authorized representative \_\_\_\_\_ [Aadhar No. \_\_\_\_\_] duly authorized vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns).

**[OR]**

**[If the Allottee is a Partnership]**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, [PAN \_\_\_\_\_], represented by its Authorized representative \_\_\_\_\_ [Aadhar No. \_\_\_\_\_] duly authorized vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

**[OR]**

**[If the Allottee is an Individual]**

Mr./Ms. \_\_\_\_\_, [Aadhar No. \_\_\_\_\_] son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, [PAN \_\_\_\_\_], hereinafter called the '**Allottee(s)**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter and Allottee(s) shall hereinafter collectively be referred to as the '**Parties**' and individually as a '**Party**'.

## DEFINITIONS:

For the purpose of this Agreement, for Sale/Sub-Lease, unless the context otherwise requires: -

- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) for the State of Uttar Pradesh as amended from time to time.
- (b) **“Authority”** means Uttar Pradesh Real Estate Regulatory Authority.
- (c) **“Force Majeure”** events shall mean any event or circumstance or a combination of events or circumstances set out hereunder or the consequences thereof which affect or prevent the Party claiming Force Majeure (‘Affected Party’) from performing its obligations in whole or in part under this Agreement and which event or circumstance (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care, and, (iii) has a Material Adverse Effect including:
  - i. Acts of God or events beyond the reasonable control of the Affected Party, which could not reasonably have been expected to occur such as fire, flood, earthquake, storm, hailstorms, landslides, lightning explosions, whirlwind, cyclone, plagues, epidemic, pandemic and exceptionally adverse weather conditions affecting the development, construction and completion of the Said Project on the Said Land;
  - ii. Epidemic, Pandemic, Lockdown, Famine, and any other similar situation covered under Disaster Management Act, 2005 and Epidemic Diseases Act, 1897 [amended by Epidemic Diseases (amendment Ordinance, 2020)];
  - iii. Act of war (whether declared or undeclared), war like conditions, invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or military action, nuclear blast/explosion, politically motivated sabotage or civil commotion.
  - iv. Any Change in Applicable Laws adversely affecting development of the Building or Project.
  - v. Any notice, court order, injunction, rule, regulation, notification or directive of the Government and/ or Governmental Authority and/or any local and/ or public and/ or private body and/ or authority and / or any other competent authority and/ or any court and/ or tribunal and / or otherwise for any reason beyond the control of the Promoter whereby the work of construction is stayed and/ or stalled and/ or as a result of which development of the Building/ Said Project is adversely affected.
  - vi. Any other event or circumstances of a nature analogous to the foregoing.

Neither Party shall be liable for its failure to perform and/or fulfil any of its obligations to the extent that its performance is delayed or prevented, after the execution of this Agreement in whole or in part, due to Force Majeure Event.

- (d) **“Government”** means the State Government of Uttar Pradesh.
- (e) **"Rules"** means the Uttar Pradesh Real Estate (Regulation and Development) Rules,2016 as amended from time to time.
- (f) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016, as amended from time to time.
- (g) **"Section"** means a section of the Act.

Other capitalized terms in this Agreement shall have the meanings as respectively assigned to them in **Schedule-I**. Any word or phrase defined in the body, or schedules, or annexures, of this Agreement, as opposed to being defined in **Schedule-I** shall have the meaning assigned to such word or phrase in this Agreement.

**WHEREAS:**

- A. The New Okhla Industrial Development Authority (**“Noida”/ “Lessor”**) had allotted Plot of land admeasuring approximately 20242.60 Square Meters situated at Plot No. A-3A, Sector 132, Noida, Gautam Buddh Nagar, U.P (**“Entire Project Land”**) vide Allotment Letter No. Noida/Instt./06/979 Dated 04.04.2006 for development of IT/IT Enabled Services on the detailed terms and conditions set out in the said Allotment Letter.
- B. Thereafter Noida executed a Lease Deed dated 24.08.2006 bearing Registration No. 7138, in Book No. 1, Volume No. 1427, on Pages 191 to 390, duly registered in the office of Sub-Registrar-II, Noida, on 30.08.2006 (**“Lease Deed”**) on the terms and conditions contained therein for a period of 90 years, in favour of Abloom Infotech Private Limited now re-constituted as M/s Exotica Infratech LLP (**“Lessee” or “Promoter”**). As such the Promoter is the absolute and lawful owner of said Project Land. The Allottee/s agree and understand that the terms and conditions of the said Lease Deed shall be *mutatis-mutandis* applicable to the Allottee/s.
- C. The Entire Project Land comprises of Phase 1(One) & Phase 2 (Two) is earmarked for the purposes of development of IT/ITES project. The description of the Entire Project Land is provided in **Schedule-II** hereto.
- D. The Promoter is engaged in the business of development of real estate projects, and it intends to develop the said Project on the Project Land in terms of the Applicable Laws and policies of Noida. Further, the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which said Project is to be constructed, have been completed.
- E. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the said Project and all other requisite approvals for the Project as the case may be, from the concerned authorities. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with

Section 14 of the Act and/or any other laws of the State as applicable.

- F. The Promoter has registered the said Project under the provisions of the Act with the Authority having the Registration no.- \_\_\_\_.
- G. The Allottee(s) had / have applied for an [Office Space / Shop] in the Project vide Application dated \_\_\_\_\_ and has been allotted an [Office Space / Shop] bearing Unit No. \_\_\_\_\_, having Carpet Area of \_\_\_\_\_ Square Meters (i.e. \_\_\_\_\_ Square Feet), on Floor \_\_\_\_\_ in Building / Tower Number / Block \_\_\_\_\_, ('**Building**') along with Car Parking \_\_\_\_\_, and pro-rata share in the Common Areas located in the said Project namely **EXOTICA 132** (hereinafter referred to as "**Unit**"). The *description of the Unit* is provided in **Schedule-III** hereto, which is shown on the *Typical Floor Plan* thereof and annexed hereto and marked in **Schedule-IV** and the said *Unit details* are provided in the **Schedule V** hereto.
- H. The Allottee/s confirms to have satisfied himself/herself/themselves/itself in respect of Title, all documents and records relating to the Project Land and the Project there on, including relevant Approvals, permissions, and sanctioned and layout Plans thereof, including the rights of Promoter to develop the said Project on the said Project Land and allot the Said Unit and cause the transfer thereof.
- I. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein.
- J. The Parties here by confirm that they are signing this Agreement with full knowledge of all Applicable Laws, Rules, Regulations, Notifications, etc., applicable to the Project and the Project Land.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Law, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter here by agrees to sell and the Allottee/s hereby agrees to purchase the Said Unit as specified in Recital G above.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter hereby agrees to transfer/sell or cause such transfer/sale to the Allottee/s and the Allottee/s hereby agree/s to purchase the Said Unit, as specified in **Schedule-III**.
- 1.2 Both the Parties confirm that they have read and understood the provisions of Section 14 of the said Act.

- 1.3 The total price for the said Unit based on the Carpet Area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) inclusive of taxes (“**Total Price**”) as more specifically described in **Schedule-VI**.
- 1.4 The Total Price above includes the Booking Amount paid by the Allottee/s to the Promoter towards the Said Unit. The Allottee/s further confirm/s that he/she/they/it has/have voluntarily and willingly paid all amounts including Booking Amount to the Promoter on or prior to the execution of this Agreement.
- 1.5 The Total Price mentioned above includes all taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date Completion Certificate /Occupation Certificate / Part Occupancy Certificate as the case may be:

Provided that in case there is any change / modification in/or imposition of the taxes/new taxes, charges, fees, levies etc, the subsequent amount payable by the Allottee/s to the Promoter shall be increased/reduced based on such change / modification:

Provided further that, if there is any increase in the taxes after the expiry of the Scheduled Date of Completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, for period post the Scheduled date of completion, the same shall not be charged from the Allottee/s.

- 1.6 The Promoter shall periodically intimate in writing to the Allottee/s, the amount payable as stated herein above and the Allottee/s shall make payment demanded by the Promoter within the time and in the manner specified there in under the Payment Plan as prescribed in **Schedule-VII**. In addition, the Promoter shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.7 That the Total Price of the Unit includes recovery of price of land, construction of (not only the Said Unit) but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Said Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and the Project. The Promoter has clearly disclosed the taxes and other charges payable as prescribed in **Schedule-VII** being Payment Plan annexed herein. It is clarified that the maintenance charges have not been included while computing the Total Price of the said Unit and shall be payable in addition to the Total Price of the Unit.
- 1.8 **Escalation Free Price:** The Total Price shall be free of escalation, save and except the escalation/increases which the Allottee/s hereby agree/s to pay, due to escalation/increase on account of development charge / fee and any other cost / taxes / charges / levies / Compensation / Cess etc. payable to the Governmental Authorities and/or any other increase in charges which have or may believe or

imposed by any Governmental Authorities from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development fee, cost / charges / levies / Compensation / Cess etc. imposed by the Governmental Authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. The Promoter shall thus be entitled to an increase in the Total Price proportionate to the extent of such escalations/increases.

- 1.9 The Allottee/s shall make the payment as per the payment plan set out in **Schedule-VII** (“**Payment Plan**”).
- 1.10 The Promoter shall confirm the Carpet Area that has been allotted to the Allottee/s after the construction of the Project is complete and the completion certificate/occupancy certificate/ part occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be re-calculated upon confirmation by the Promoter. If there is reduction in the Carpet Area, then the Promoter shall refund the excess money paid by Allottee/s within 45 (Forty-Five) days with annual interest at the rate prescribed in the Rules from the date when such excess amounts was paid by the Allottee/s. If there is any increase in the Carpet Area, which is not more than 3 (three) percent of the Carpet Area of the Said Unit allotted to Allottee/s, the Promoter may demand that from the Allottee/s as per the next milestone of the Payment Plan as provided in **Schedule-VII**. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Payment Plan annexed to this Agreement.
- 1.11 Subject to Allottee/s complying with all his/her/its/ their obligations stated herein, the Promoter agrees and acknowledges, the Allottee/s shall have the right to the Said Unit as mentioned below:
  - i. The Allottee/s shall have exclusive title to the Said Unit.
  - ii. The Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas along with other occupants/owners/purchasers, maintenance staff etc., without causing any inconvenience or hindrance to any of them.
  - iii. The Allottee/s shall be entitled to visit and view the Project site, after taking a prior written appointment with the Promoter to assess the extent the development of the Project and the said Unit. The Allottee/s shall adhere to any safety and security conditions as stipulated by the Promoter and shall visit and inspect the Project at his/her/their/its sole discretion and risk.
- 1.12 It is made clear by the Promoter and the Allottee/s agree/s that the Said Unit along with covered parking space/s (if applicable) shall be treated as a single indivisible unit for all purposes. It is clarified that Project facilities and amenities other than declared as independent areas in the Deed of Declaration shall be available only for

use and enjoyment of the Project.

- 1.13 The Promoter agrees to pay all outgoings before transferring the physical possession of the Said Unit to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (including but not limited to land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to Competent Authorities, banks and financial institutions, which are related to the Project) save and except for the unsold premises/Said Unit. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage loan and interest there on before transferring the Said Unit, the Promoter agrees to be liable, even after the transfer of the Said Unit, to pay such outgoings and penal charges, if any, to the Governmental Authority, to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such Governmental Authority.
- 1.14 The Allottee/s has paid the Booking Amount being part payment towards the Total Price of the Said Unit at the time of Application, the receipt of which the Promoter hereby acknowledges as per **Schedule-X** herein and the Allottee/s hereby agrees and undertake/s to pay to the Promoter the balance/ remaining Total Price as prescribed in the Payment Plan annexed here to and marked as **Schedule-VII** as may be demanded by the Promoter within the time and in the manner specified therein, provided that if the Allottee/s delays in payment towards any amount which is payable to the Promoter as per terms of this Agreement, Allottee/s shall be liable to pay interest at the rate prescribed in the Rules.

## 2. **MODE OF PAYMENT:**

- 2.1 All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of the Promoter, or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter's Bank Account, along with the applicable taxes there on; subject to such tax deduction at source (TDS) as applicable to the Allottee/s. As per the Income Tax Act, 1961, TDS is presently 1% (one per cent) of all amounts to be paid to the "transferor", that is, in the present case, to the Promoter in installments or otherwise), which TDS shall be deducted by the Allottee/s at the time of making payments and deposited in government account in accordance with the provisions of Income Tax Act, 1961.
- 2.2 The Allottee/s agree and undertake to deliver to the Promoter, original TDS Certificate, by the expiry of seven (7) days from the date of each payment of TDS made by the Allottee/s. Without prejudice to non-payment of TDS, and/or then on-delivery of TDS Certificate/s as aforesaid, being an Allottee/s Event of Default, the Allottee/s shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS along with interest at the rate prescribed in the Rules, on or before the Date of Offer of Possession. On the Allottee/s producing the TDS Certificate and the Promoter receiving the credit for the TDS, the deposit amount shall be refunded after deducting interest therefrom in respect of or the period of delay in payment of TDS by the Allottee/s to the Government.

- 2.3 All cheques issued by the Allottee/s towards, the payments to be made by the Allottee/s shall be subject to realization. In case of dishonor of any Cheque due to any reason whatsoever, the same shall amount to non-payment and shall constitute a default under this Agreement. In such an eventuality without prejudice to the rights and remedies available to the Promoter, the Promoter shall be entitled to, and the Allottee/s shall be liable to pay the equivalent cheque amount along with interest and delay payment charge to the Promoter. In case of first time of cheque being dishonored, a sum of Rs. 1000/- (Rupees One Thousand only) would be debited to the Allottee/s account in addition to the bank charges. In the event of subsequent dishonor, a sum of Rs.3000/- (Rupees Three Thousand only) would be debited to the Allottee/s account in addition to the bank charges. This is without prejudice to the right of the Promoter as are available in law and / or under this Agreement.

### **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee/s, if resides outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act , 1934 and the rules and regulations framed thereunder or any statutory amendment(s) modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Allottee/s understand/s and agree/s that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility with regard to matters specified in Clause 3.1 above. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the Said Unit status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the Applicable Law. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the Said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

### **4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:**

- 4.1 The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee/s against the Said Unit, if any, in his/her name and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his payments in any manner. In this

regard it is agreed that the Promoter will be entitled to adjust and appropriate the amount paid by the Allottee/s first towards interest on overdue payments and thereafter towards any overdue payments / principal and the Allottee/s agrees to accept such appropriation which shall be binding upon the Allottee/s.

**5. TIME IS THE ESSENCE:**

- 5.1 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Unit to the Allottee/s.
- 5.2 Similarly, the Allottee/s agrees that the timely payments of the instalment of the Total Price as per the Payment Plan annexed here to and marked as **Schedule-VII** and other dues / charges and performance of its obligations by the Allottee/s is essence of this Agreement as any delay would hamper the development of the Unit & the Project. Therefore Allottee/s undertakes to make timely payment of the installments and other dues / charges as per the times lines provides in Payment Plan and meeting other obligations under this Agreement subject to simultaneous completion of the construction by the Promoter.
- 5.3 The Allottee/s hereby confirm/s personally, all the following, which are and shall always be the essence of this Agreement, that is:
  - a. all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter, as recorded and contained in this Agreement including this Article, and the Promoter's intent and desire in respect of the Said Land and the developments thereof.
  - b. the Allottee/s has/have, and shall have no right now or in future, to make, or raise, any objection to the rights, powers, authorities, discretions and entitlements of the Promoter as contained in this Agreement including this Article, and no consent or permission in that regard shall be required to be obtained or given by them.
  - c. the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds.

**6. CONSTRUCTION OF THE PROJECT/ SAID UNIT:**

- 6.1 The Allottee/s has/have thoroughly inspected and accepted the Approvals, Plans, Specifications and Proposed amenities and Facilities of the said Project, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the Approvals, Plans, specifications and proposed amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the byelaws, FAR, as may be available from time to time and density norms and provisions prescribed by the competent authority.
- 6.2 The Allottee/s understands that the Promoter is developing the Project Land in a phased manner. As such the total FAR on the Project Land may be distributed and

allocated by the Promoter to each phase at its sole discretion, which may or may not correspond to land area comprised in the said relevant phase, the Allottee/s has / have understood the same and undertakes not to raise any dispute in this regard. The Allottee/s agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Promoter shall have the exclusive right and ownership on the additional FAR. The Promoter shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings / floors on the Project Land and revise the layout and / or building plans as per the approvals granted by the Competent Authority and as per the Applicable Laws. The Allottee/s further agrees and confirms that any such additional construction shall be the sole property of the Promoter, which the Promoter shall be entitled to dispose-off in any manner whatsoever. The Allottee/s hereby provides its unconditional and unequivocal consent under the Applicable Laws for additional construction and / or revision in plans undertaken by the Promoter for the reasons mentioned above.

- 6.3 The Allottee/s understands and agrees that the Promoter will be carrying out the development of other towers/phases/areas on the Project Land and there will be construction activities on the Project Land in future even after Offer of Possession of the said Unit to the Allottee/s. The Allottee/s undertakes that it shall (i) not at any time, create any hindrance / obstruction / interference in the construction and development of other towers / phases / areas on the Project Land, and shall not object to the Promoter's development / construction or continuation with the development of the Project Land in phases, in any manner and (ii) not object or raise any claim, demand, etc., towards any inconvenience faced by him due to such construction activities.
- 6.4 The Allottee/s understands that several facilities and amenities will be developed by the Promoter as a part of subsequent towers/phases/areas, and that such facilities and amenities (i.e. facilities and amenities in other towers/phases/areas of the Project) will be available for use to the Allottee/s (along with other allottees / occupants of the project) only after completion of the respective towers / phases / areas in the Entire Project. The Allottee/s shall have no right to withhold any payments (i) on account of inconvenience, if any, which the Allottee/s may suffer due to any development / construction activities or other incidental / related activities in the vicinity of said Unit or anywhere else in the Project, and/or (ii) on the ground that the infrastructure / facilities / amenities to be developed other towers / phases / areas of the Entire Project are not completed.

## 7. POSSESSION OF THE SAID UNIT:

- 7.1 **Schedule for possession of the Said Unit:** The Promoter agrees and understands that timely delivery of possession of the Said Unit to the Allottee/s, is the essence of the Agreement. The Promoter shall endeavour to handover possession of the Said Unit with all specifications, amenities and facilities of the Project in place on or before \_\_\_\_\_, subject to **Force Majeure** event, as more particularly defined herein above.

If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Unit for such period when

the Force Majeure event subsisted.

Provided that, however, in the event it becomes impossible for the Promoter to implement the Project due to any of the Force Majeure Events, then this Allotment shall stand terminated, and the Promoter shall refund to the Allottee/s the entire amount received by the Promoter from the Allottee/s without any interest within 120 (One Hundred Twenty) days. The Promoter shall intimate the Allottee about such termination at least 30 (Thirty) days prior to such termination. After refund of the money by the Promoter to the Allottee/s, the Allottee/s agrees that he / she shall not have any rights, claims etc. against the Promoter and that Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. The Allottee/s agree and undertake to sign and execute all necessary documents in this regard.

- 7.2 **Procedure for taking possession:** The Promoter shall, upon obtaining the Completion Certificate/Occupancy Certificate/Part Occupancy Certificate (as applicable) from the Competent Authority, address a communication (in writing) to the Allottee/s offering the possession of the Said Unit to the Allottee/s in terms of this Agreement within 2 (Two) Months from the date of receipt of such Completion Certificate/Occupancy Certificate/Part Occupancy Certificate (as applicable). It will be obligatory for the Allottee/s to make the balance payment as per the Payment Plan and other charges within stipulated time as contemplated in Letter for Offer of Possession.

Provided that, in the absence of any Applicable Laws, the conveyance deed/sub-lease deed in favour of the Allottee/s shall be carried out by the Promoter within 3 (Three) months from the date of issue of Completion Certificate/Occupancy Certificate/Part Occupancy Certificate (as applicable) subject to the Allottee/s making payments of the Balance Amount, statutory and other dues, legal charges, charges, stamp duty, registration fees, duties as applicable.

The Promoter agrees and undertakes to indemnify the Allottee/s, in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter subject to adhering all the conditions of this Agreement by the Allottee/s. The Promoter shall hand over the completion certificate/occupancy certificate (as applicable) of the Said Unit, as the case may be, to the Allottee/s at the time of conveyance of the same.

- 7.3 **Failure of Allottee/s to take Possession of Said Unit** Upon receiving a written intimation from the Promoter, the Allottee/s shall take possession of the Said Unit from the Promoter after executing necessary documents, indemnities, undertakings and such other documentation required and after making payments of the Balance Amount, statutory and other dues, legal charges, charges, stamp duty, registration fees, duties as applicable, and the Promoter shall give possession of the Said Unit to the Allottee/s. In case the Allottee/s fails to take possession within such time as mentioned in such written intimation sent by the Promoter, the Allottee/s shall be liable to pay to the Promoter charges at the rate of Rs. 16/- per month Per Sq. ft. of Carpet Area of the Said Unit for the period beyond 3 (Three) Months from the date of written intimation sent by the Promoter till actual date of possession. In addition to the Holding Charges, the Allottee/s shall also be liable to pay the maintenance

charges and other outgoings as mentioned in Clause 11 herein below.

- 7.4 **Possession by the Allottee/s:** After obtaining the Completion Certificate/Occupancy Certificate/Part Occupancy Certificate (as applicable) and handing over physical possession of the Said Unit to the Allottee/s in terms of Clause 7.2 hereinabove, it shall be the responsibility of the Allottee/s to comply with Applicable Laws, Rules and Regulations framed thereunder on the said Project.

The Allottee/s: (i) shall ensure that on or after taking possession of the Said Unit, his/her/their/its interior works in the Said Unit do not prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of the Project and / or Entire Project, and (ii) undertakes not to cause any damage to the Said Unit and/or the Project or any part of thereof, and in the event any damage is caused, the Allottee/s agrees and undertakes to reimburse the Promoter all costs related to the remediation and rectification thereof. The Allottee/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the construction works in the Said Unit shall have been completed, but that there shall, or may, be project development and construction work ongoing at such time for other Phases.

- 7.5 **Cancellation by Allottee/s:** The Allottee/s shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee/s proposes to cancel/withdraw/terminate from the Project without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the Booking Amount being 10% of the Total Price as stated in **Schedule-X** hereto and also deduct Non Refundable Amounts as mentioned in Clause 1.1.14 of **Schedule-I** to this Agreement and thereafter return the Balance Amount if any to the Allottee/s.

Upon request for termination, the Allottee/s shall execute and register a Deed of Cancellation recording such termination and cancellation of this Agreement. The Promoter shall return 50% (fifty percent) of the balance amount payable by the Allottee/s after such deductions as stated hereinabove, within 45 (forty-five) days of such cancellation/withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Unit to a new Allottee/s or at the end of 1 (One) year from the date of cancellation/ withdrawal by the Allottee/s, whichever is earlier. The Promoter shall inform the previous Allottee/s the date of re-allotment of the Said Unit and also display this information on the official website of the Authority on the date of re-allotment.

- 7.6 **Compensation:** The Promoter, subject to the force majeure conditions and subject to the timely payment of installments by the Allottee/s, shall compensate the Allottee/s in case of any loss caused to him due to defective title of the Project Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event and subject to the timely payment of installments by the Allottee(s) if the Promoter fails to complete or is unable to give possession of the Said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the Total Amount received by him in respect of the Said Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee/s does not intend to withdraw from the Project, the Promoters shall pay the Allottee/s interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Said Unit, which shall be paid by the Promoter to the Allottee/s within forty-five days of it becoming due.

## 8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

- 8.1. Subject to the disclosures made herein by the Promoter, the Promoter hereby represents and warrants as follows:
- (i) The Promoter, subject to any force majeure events, has absolute, clear and marketable title with respect to the Project Land and holds rights and entitlements to develop the Project on the said Project Land and has actual, physical and legal possession of the Project Land for the Project.
  - (ii) The Promoter has lawful rights and requisite Approvals from the competent authorities to carry out the development of the Project and also has all statutory licenses and registrations under Applicable Laws to fulfill its obligation under this Agreement.
  - (iii) There are no encumbrances upon the Project Land.
  - (iv) There is no litigation pending before any court of law or authority with respect to the Project Land.
  - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the Said Unit are valid, subsisting and have been obtained by following the due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with all Applicable Laws in relation to the Project.
  - (vi) The Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Said Unit.
  - (vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.

- (viii) The Promoter confirms that it is not restricted in any manner whatsoever from selling the Said Unit to the Allottee/s in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed/sub-lease deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee/s and the Common Areas to the competent authority, as the case may be;
- (x) The Said Unit is not subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Unit.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities till the completion certificate/occupancy certificate/ part occupancy certificate (as applicable) has been issued.
- (xii) No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Unit) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure Clause, the Promoter shall be considered under a condition of default of the Promoter, in the following events:
- (i) The Promoter fails to provide ready to move in possession of the Said Unit to the Allottee/s within the time specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority or such extension as may be granted under the Act. For the purpose of this Para, 'Ready to move in Possession' shall mean that the said Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which completion certificate/occupancy certificate/ part occupancy certificate as the case may be, has been issued by the Competent Authority.
  - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made there under.
- 9.2 In case of default by Promoter under the conditions listed above, Allottee/s who have made timely payments of all past installments as per the Payment Plan is / are entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee/s stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any interest; or
- (ii) The Allottee/s shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the Said Unit, along with interest at the rate prescribed in the Rules, within 45 (forty-five) days of receiving the termination notice.

Provided that where the Allottee/s does not intend to withdraw from the Project or terminate this Agreement, he/she/it/they shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Unit, which shall be paid by the Promoter to the Allottee/s within 45 (forty-five) days of it, becoming due.

9.3 The Allottee/s shall be considered under a condition of Defaults, on the occurrence of the following events:

- (i) In case the Allottee/s fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard. The Allottee/s shall be liable to pay interest at the rate prescribed in the Rules, to the Promoter on the unpaid amount.
- (ii) In case of default by Allottee/s under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Unit in made in favour of the Allottee/s and refund the money paid by the Allottee/s after deducting the 10% of Total Price as stated in **Schedule-X** hereto and also deduct Non Refundable Amounts as mentioned in Clause 1.1.14 of **Schedule-I** to this Agreement and thereafter return the Balance Amount if any to the Allottee/s.

Provided that the Promoter shall intimate the Allottee/s about such termination at least thirty days prior to such termination.

- (iii) The Allottee/s agrees and confirms that in the event allotment of the said Unit is cancelled, for any reason whatsoever, then the Promoter shall be entitled to re-book, allot, sell, lease, sub-lease, transfer, deal with and / or dispose of the said Unit, without any interference or objection from the Allottee/s, irrespective of the fact that whether the Allottee/s has executed a cancellation deed and other cancellation documents or not, and the Allottee/s undertakes to provide requisite assistance and co-operation including signing of all document, agreements, etc., as may be required by the Promoter in this regard. The Allottee/s undertakes to keep the Promoter indemnified and harmless from and against any and all claims, losses, demands, damages, costs, expenses, liabilities, proceedings etc., suffered by or caused to or incurred by the Promoter in regards.

10 **CONVEYANCE/SUB-LEASE OF THE SAID UNIT:**

- 10.1. The Promoter, on receipt of Total Price of the Said Unit as per this Agreement from the Allottee/s and all other amounts/ charges as stated herein, shall execute a conveyance deed/sub-lease deed and convey the title/sub-lease rights of the Said Unit together with proportionate indivisible share in the Common Areas and the right to use of the Parking Space (if applicable) within 3 (three) months from the date of issuance of the completion certificate /occupancy certificate / part occupancy certificate as the case may be, to the Allottee/s. However, such execution of such Conveyance Deed/Sub-Lease deed and its Registration is also subject to obtaining NOC/Consent from the NOIDA/competent Authority.
- 10.2. However, in case the Allottee/s fails to deposit the stamp duty and/or registration charges or the Allottee/s is in default of any other provision of this Agreement, with in the period mentioned in the notice, the Allottee/s authorizes the Promoter to withhold registration of the conveyance deed/sub-lease deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee/s and/or the default of the provisions of this Agreement is rectified by the Allottee/s.

11 **MAINTENANCE OF THE SAID BUILDING/SAID UNIT/ PROJECT:**

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of allottee/s upon issuance of completion certificate/occupancy certificate as the case may be of the Project. The cost of such maintenance for 1 (One) year from the date of completion certificate/occupancy certificate / part occupancy certificate shall be paid by the Allottee/s at the time of Offer of Possession of the said Unit.
- 11.2 However, if the Association is not formed within 1 (One) year of issuance of completion certificate/occupancy certificate/ part occupancy certificate as the case may be, the Promoter / Maintenance Agency will be entitled to collect from the Allottee/s an amount equal to the amount of last paid maintenance + 10% or such other amounts as may be charged by the Maintenance Agency whichever is higher, in lieu of the price escalation for the purpose of the maintenance for the next 1 year and so on. The Promoter will pay the balance amount available with it against the Maintenance Charges to Maintenance Agency once it is formed.

It is clarified that in the event the Association is formed within the said 1 (One) Year Period, but fails to take handover of the Common Areas from the Promoter, for any reason whatsoever, then in such case also, the Promoter will be entitled to collect from the Allottee/s the above mentioned Maintenance Charges and other charges as set out in the Maintenance Agreement. In such case the Promoter shall also be entitled to charge 10% Administrative Charges over and above the Maintenance Charges & charges for other facilities.

- 11.3 The Maintenance Charges from time to time shall be finalized by the Maintenance Agency/Promoter keeping in due consideration of valuable services. It shall be sole prerogative of the Maintenance Agency / Promoter, as the case may be, to fix the Maintenance Charges which shall be paid by the Allottee/s from time to time.

- 11.4 The Allottee/s shall also be liable to pay Interest Free Maintenance Security Deposit (IFMS) at the time of Offer of Possession. This shall be an amount equivalent to 6 (six) months of Maintenance charge, payable to the Promoter before taking handing over possession of the Said Unit. The Allottee/s agrees to execute a Maintenance Agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter/the Maintenance Agency as appointed for maintenance and upkeep of the Project. The execution of the Maintenance Agreement and payment of the Maintenance Deposit shall be a condition precedent for handing over the possession of the Said Unit by the Promoter and also for executing the conveyance/sub-lease deed of the Said Unit.
- 11.5 In addition to the / Promoter's/ Maintenance Agency's rights of unrestricted access of all Common Areas and facilities for providing maintenance services, the Allottee/s agrees to permit the Promoter or the Maintenance Agency or their authorized personnel/ workers to enter into the Said Unit or any part thereof, after due notice and during the normal working hours, to inspect the Said Unit and / or to carry out any repair work relating to construction / development that may be impacting the Said Unit or the adjoining Said Unit or the Building / the Common Areas. The Allottee/s agrees and undertakes that either itself or through the Promoters, it shall not carry out any unauthorized maintenance or usage of Common Areas.
- 11.6 On and from the Date of Offer of Possession (whether or not the Allottee/s has/have taken possession of the Said Unit or not), the Allottee/s shall be continuously bound and liable to bear and pay in respect of the Said Unit, his/her/their/its share of any outgoings, Maintenance Charges comprising of general maintenance including but not limited to property taxes, non-agricultural taxes, rates, taxes, cess, assessments, insurance premium, parking, maintenance charges, and such other charges expenses necessary or incidental for maintenance and upkeep of the Project.
- 11.7 For the purposes of Maintenance Charges in common with other allottee/s / purchasers of the Project, the same shall be in proportion to the Carpet Area and open / enclosed / utilities balconies of the said Unit in the Project. It is clarified that the Maintenance Charges shall be payable over and above the Total Price of the Unit.
- 11.8 The monthly maintenance charges/CAM Charges shall be paid regularly by the Allottee/s within the stipulated time frame and more particularly mentioned in the Maintenance Agreement and in accordance with the terms and conditions mentioned therein. The Maintenance Agreement shall be signed simultaneously with the signing of the present Agreement or at any time prior of the execution of the Sub- Lease Deed, as determined by the Promoter. That payment of the CAM charges shall be essential for the Allottee/s to avail the necessary amenities in the said Project, so timely payment of such charges is essential on the part of the Allottee/s. In case the CAM charges are not paid for any month within the stipulated time frame then the late payment shall attract a penalty, as determined in the said Maintenance Agreement. In case the Allottee/s fails to pay the CAM charges for continuous period of 2 (Two) months, then the same shall be treated as a default on the part of the Allottee and in such scenario, the outstanding CAM charges along with penal charges/interest thereupon may be deducted from the

IFMS of the Allottee/s. However, it is made clear that such deduction is totally discretionary on the part of the Promoter / Maintenance Agency and is independent of and / or in addition to any other action or remedy available to the Promoter / Maintenance Agency / Association including discontinuation of facilities and / or disconnection of any other services.

- 11.9 Out of the Maintenance Charges a separate fund shall be created in the name of Sinking Fund to cover the major repairs, replacements of the Electrical/Mechanical equipment etc.

## 12 DEFECT LIABILITY:

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter, as per the provisions Agreement for Sale/Sub-Lease relating to development of the Project, (excluding defects caused by normal wear and tear and / or by negligent use of the Unit by the Allottee/s and / or use of the Unit in contraventions of the terms of this Agreement and / or for force majeure reasons and / or non-maintenance of the Unit), is brought to the notice of the Promoter within a period of 5(five) years by the Allottee/s from the date of handing over possession or the date of obligation of the Promoter to give possession to the Allottee/s or from the date of offer of possession whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charges, within 180 (One Hundred Eighty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12.2 Allottee/s hereby acknowledge that Defect Liability as provided in clause 12.1 of this Agreement shall excludes all of the followings:

- (i) That in respect of the products /equipment /services i.e. Electrical/ Electronic/, Hardware, Sanitary / CP Fittings etc. which have been provided and installed by third party/ Vendor in the Said Unit or Project and the warranty and guarantee of which has been provided by the respective third party/ vendor, then the said warranty and guarantee will be available to the Allottee/ Association of allottee's as per the terms and conditions of said third party/ vendor. The Allottee/s shall approach said third party/ vendor directly for such warranty or guarantee claims. The Promoter shall not be liable for warranty or guarantee or defects in any such products/ equipment / services;
- (ii) Defect resulted due to any act, omission or negligence attributable to the Allottee/s and / or if the Allottee/s makes any type of change in the interior of the Said Unit or install product or takes services from any third party in his/her Unit and if due to that any defects arises;
- (iii) Defect/s caused by normal wear and tear and/or by the negligent use of the Said Unit by the Allottee/s / occupants, use without proper maintenance / AMC;
- (iv) Defect cause due to force majeure events.

13 **RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:**

13.1. The Promoter/Maintenance Agency shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee/s agrees to permit the maintenance agency and/or Promoter to enter into the Said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect/s.

14 **USAGE:**

14.1 **Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses, as per sanctioned plans. The Allottee/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces sold to the Allottee/s.

14.2 **Use of IT/ITES Spaces:** The Allottee/s shall use the Unit, car parking and other facilities and amenities in the Project strictly in compliance of the terms and conditions of this Agreement and Applicable Laws, Rule, Regulations and the IT policy of the State concerning the IT/ITES, for which the same have been sub-leased and for no other purpose whatsoever and shall not violate any terms and conditions of the said Lease Deed and consequent sub-lease deed which shall be executed thereafter.

14.3 **Reserved Car Parking Space:**

(i) Allottee/s shall have right of usage in respect of Reserved Car Parking Space(s) if sold to the Allottee(s). The location of the Reserved Car Parking Spaces(s) shall be identified and allocated by the Promoter at the time of handover of possession Unit to the Allottee/s, subject to statutory rules and regulations.

(ii) The Reserved Car Parking Spaces(s) forming a part of said Unit is bundled with and be part and parcel of the said Unit and the same shall not be independent or detached from the said unit. The Allottee/s undertakes not to sell / transfer / deal with or part with possession of the reserved parking space independent of the said Unit and further undertakes that he shall not modify or make any changes or cover the Reserved Car Parking Space(s) or divert the usage of the said Reserved Car Parking Space(s) in any manner whatsoever at any point of time. The Allottee/s undertakes to park his vehicle in the Reserved Car Parking Space(s) and not anywhere else in the Project. The Allottee/s agrees and confirms that in the event of cancellation or resumption of the said Unit under any of the provisions of this Agreement, the Reserved Car Parking Space(s) along with additionally allotted parking space(s), if any, to him shall automatically be cancelled or

resumed as the case may be. No separate proceedings for cancellation or resumption of Reserved Car Parking Space(s) shall be initiated or followed by the promoter independently in respect of the said Unit in any manner whatsoever.

- (iii) The Allottee/s understands and acknowledges that no other space, other than the Reserved Car Parking Space, shall not be used by Allottee/s, for parking or any other purpose, of any nature whatsoever

**15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID UNIT:**

- 15.1 The Allottee/s shall, after taking possession, be solely responsible to maintain the Said Unit at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done, anything in and / or to the Building and/ or the Said Unit and/ or common areas including the stair cases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of Applicable Laws and Rules and Regulations framed thereunder or change or alter or make additions to the Said Unit including its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging there to in good /tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee/s undertakes, assures and guarantees that he/she/they would not put any signboard/ nameplate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, Buildings therein or Common Areas except the designated places by the Promoter.
- 15.3 The Allottee/s undertakes, assures and guarantees that he/she/they Shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.
- 15.4 The Allottee/s undertakes, assures and guarantees that he/she/they shall not store any hazardous and / or combustible goods in the Said Unit and / or at any place in the Building and shall not store any heavy material in the common passages and / or staircase of the Building. The Allottee/s shall also not remove any wall, including the outer and load bearing wall of the Said Unit.
- 15.5 The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter and/ or the Maintenance Agency. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.6 Upon handing over the Unit, the Allottee/s shall not make any structural alterations to the Unit and / or effect any change to the plan and / or elevation and shall not enclose the balconies attached to the Unit. The Allottee/s shall not demolish the said Unit or any part thereof nor will add anytime make or cause to be made any construction / addition / alteration of whatever nature to the said Unit or any part there

15.7 Allottee/s shall not:

- (i) Sub divide the said Unit, sink any bore-well or dig any well in the Project and shall keep the surrounding areas of the Unit neat and clean;
- (ii) Construct, place or maintain any matter or thing upon, over or under the Common Areas nor throw/stack trash, garbage, excess materials of any kind on or about the Common Areas;
- (iii) Fix/install the air-conditioners/coolers at any place (other than the space(s) provided for in the Building design) including but not limited to open spaces, passage, Common Areas, or in the staircase and shall ensure that no water drips from any cooler/air conditioner;
- (iv) Use the common parts/areas of the Building for keeping/chaining pets, dogs, birds etc. or for any storage of cycles etc. and not to block the Common Areas/parts of the Building in any manner whatsoever;
- (v) Create any encroachment on the Common Areas or any part thereof; or
- (vi) Keep battery, invertors/petrol, kerosene, generators, flowers, vessels, air conditioners, coolers etc. in the stair or entrance or road or parking places.

15.8 The Allottee/s agrees and confirm that any non-observance of the provisions of this Para entitle the Promoter and/or the Maintenance Agency, to enter the Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee/s. The Allottee/s shall be responsible for any loss or damage arising out of breach of any of the aforesaid conditions.

15.9 The Allottee/s shall obtain functional certificate from the concerned Competent Authority i.e. New Okhla Industrial Development Authority before commencing any activity from the Unit earmarked for IT/ITES spaces or office spaces, as the case may be. The Liability of obtaining the Functional Certificate shall rest upon the Allottee/s and all costs and expenses shall solely be borne by such Allottee/s.

15.10 On and after the Date of Offer of Possession, the Allottee/s shall: (a) use the Said Unit, and permit the Said Unit to be used only for the said purpose, and (b) use the Allotted Parking Space/s, and permit the same to be used, solely for parking the Allottee/s' own two- wheeler/four-wheeler vehicles.

**16. COMPLIANCE OF LAWS, NOTIFICATION SET BY PARTIES:**

16.1 The Parties are entering into this Agreement for the allotment of the Said Unit with the full knowledge of all Applicable Laws, rules, regulations, notifications applicable to the Project.

**17. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) OWNERSHIPACT 2010**

17.1 The Promoter has assured the Allottee/s that the Project is entirety in accordance with the provisions of the U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. Upon Project Completion, the Promoter shall hand over the maintenance, repair, management and administration of Common Areas

after obtaining the occupation certificate/completion certificate / part occupancy certificate from the competent authority, as per Applicable Law.

17.2 All the documents, writings, deeds etc., to be executed in the conveyance/s and transfer/s, and the conveyance deed, as referred in this Agreement, and all other related documents and writings to be executed in relation there to and/or in pursuance thereof, including, terms and conditions of the Maintenance Agency in respect of the Project, and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Promoter, as the Promoter deems fit.

17.3 Without prejudice to the generality of the fore going provisions, the Promoter has put the Allottee/s to notice of the following matters, facts and disclosures which the Allottee/s has/have agreed and accepted that the development of the Project in phases upon the Said Land contemplates the utilization of part/portion of the Development Potential, which may not be proportionate to the FSI and development potential attributable to and arising out of the Said Land. The Allottee/s, for himself/herself/themselves/itself, shall not be entitled to raise any claim or dispute in respect thereof.

**18. BINDING EFFECT:**

18.1 Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, (1) the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and (2) appears for registration of the same before the concerned Sub-Registrar Noida, Uttar Pradesh as and when intimated by the Promoter. If the Allottee/s default, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection there with including the Booking Amount shall be returned to the Allottee/s without any interest or compensation whatsoever subject to payment of Administrative Charges of Rs. 25000/- (Twenty-Five Thousand Only).

**19. ENTIRE AGREEMENT:**

19.1 This Agreement, along with its Schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Unit.

**20. RIGHT TO AMEND:**

20.1 This Agreement may only be amended through written consent of the Parties.

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S/ SUBSEQUENT ALLOTTEE/S:**

21.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Said Unit and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Said Unit, in case of a transfer, as the said obligations go along with the Said Unit for all intents and purposes.

21.2 The Allottee/s may transfer / assign, endorse this Agreement or any interest in this Agreement and nominate any other person / body corporate in its place, in respect of the Unit as may be permitted by the Promoter, subject to:

- (i) Receipt of written request from the Allottee/s by the Promoter;
- (ii) Clearing of all dues, payments, charges, deposits etc., accrues interest on delayed payments, other costs and charges, taxes and duties accrued as on the date of the transfer;
- (iii) Payment of the administrative charges and transfer charges by the Allottee/s as prescribed by the Promoter and competent Authorities which may be revised from time to time along with the Applicable Taxes if any;
- (iv) Signing / execution by the Allottee/s of such document / applications as may be required by the Promoter;
- (v) The Allottee/s obtaining No Objection Certificate / Letter from the Promoter /Maintenance Agency and other competent authorities as the case may be;
- (vi) The Assignee / Transferee agreeing to comply with all formalities in this Regard and executing such other documents as may be required by the Promoter; and
- (vii) In case the Transferor has secured any finance / loan against the Unit from any financial institution/ bank, a “No Objection Certificate” from such financial institution/ bank would be required.

22. **WAIVER NOT A LIMITATION TO ENFORCE:**

22.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Plan as set out in **Schedule-VII** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoter in the case of one Allottee/s shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee/s.

22.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

23 **SEVERABILITY:**

23.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations framed thereunder or under other Applicable Law, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations framed thereunder or the Applicable Law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

24.1 Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other allottees/purchasers/occupiers in the Project, the same shall be the proportion which the Carpet Area of the said Unit bears to the total carpet area of all the units in the Project.

25 **FURTHER ASSURANCES:**

25.1 Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26 **PLACE OF EXECUTION:**

26.1 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Noida, Gautam Budha Nagar, Uttar Pradesh after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Noida, Gautam Budha Nagar, Uttar Pradesh.

27 **NOTICES:**

27.1 That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post at their respective addresses specified below:

**To the Allottee/s**

[Name of  
Allottee/s]  
[Allottee/s  
Address]

**To the Promoter**  
**EXOTICA INFRATECH LLP**  
Plot No. H-63, Sector 63,  
Noida- 201301, Uttar Pradesh (India)

27.2 It shall be the duty of the Allottee/s and the Promoter to inform in writing, each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

**28. OTHER TERMS:**

28.1 In addition to rights, entitlements, powers, authorities and discretions of the Promoter, and the information and disclosures referred to, contained and made elsewhere in this Agreement, the Promoter has informed, and made the Allottee/s aware, of the following matters and the Allottee/s agrees to and accepts the same, inter alia, on the basis and strength of which the Promoter has entered into this Agreement:

- (i) The Promoter has the right, in the Promoter's discretion, to receive, collect to itself, appropriate, apply and utilize the entire consideration/purchase price received from the Allottee/s / purchasers of the Unit in the Project.
- (ii) The Project is, and shall be, undertaken and implemented, by the Promoter in the manner it may deem fit and with an entitlement to develop the entire Project Land, in its discretion, on or before Project Completion subject to Force Majeure. No persons or parties, including Allottee/s, shall interfere, obstruct or in any manner deal with any matters relating to the Project.
- (iii) The Promoter shall take all necessary steps and invoke remedies available to it in case of any impediments on the Project Land / Project because of any issues which emerge in the jurisdiction of the Project Land or part thereof as whole.
- (iv) Governmental Authority has set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter, and/or the purchasers and allottees of premises in the Project.
- (v) The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all vehicle parking spaces in respect of the Project.

**29 ADDITIONAL COVENANTS AND OBLIGATIONS OF ALLOTTEE/S:**

29.1 The Allottee/s is/are fully and completely informed and is/are aware that all Informative Materials, and/or all matters related or incidental there to, have been, and always will be, merely for the sake of convenience, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.

- 29.2 The show/sample unit, if any, including all furniture, items, electronic goods, amenities etc., if any, are only for representational purposes for depicting lifestyle, infrastructure development and illustrating a possible option of the design and layout of the Said Unit. The Promoter is not liable or obligated to provide the Said Unit as per show/sample unit with furniture, items, electronic goods, amenities etc. therein.
- 29.3 The Allottee/s, with the intention to bind all persons in whosever's hands the Said Unit may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows:
- (i) to submit plans and specifications in respect of permissible alterations to the Said Unit and only after obtaining Promoter's prior written approval in respect thereof to make such alteration;
  - (ii) to rectify and make good any unauthorized and/or unlawful alterations and/or damage in the Said Unit thereto within 7 (seven) Days from the date of receipt of a written notice from the Promoter, and/or from any Governmental Authorities, in that regard.
  - (iii) to bear and pay all increases in the taxes, as well as all water charges, insurance premia and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Said Unit by the Allottee/s;
  - (iv) to observe, perform and comply with the terms, conditions and covenants of the Conveyance Deed/Sub-Lease Deed, the rules and bye-laws imposed by the Authority or any Governmental Authority and all other rules, regulations and bye-laws which the Promoter, and/or any governmental authorities may specify and those which the (as and when formed and registered by the Promoter in respect of the Project), as the case may be, may adopt or frame at its/their inception, and any modification thereof, from time to time;
  - (v) not to let, sub-let, transfer, assign or part with any interest or benefit under this Agreement or part with the possession of the Said Unit (if the Date of Offer of Possession has occurred and the Allottee/s has/have taken possession of the Said Unit in terms and in accordance with this Agreement) until the Allottee/s has/have complied with all his/her/their/its obligations under this Agreement. Further any such lease, sub-lease, sub-let, assignment, leave and License, shop-in-shop/Concessionaire arrangement can be done by the Allottee/s only after obtaining no objection certificate/letter from the Promoter, Maintenance Agency and other competent authorities, and shall always be in compliance with the tenant guidelines, fit-out guidelines, and other rules, regulations, etc. specified by the Promoter/Maintenance Agency from time to time.
  - (vi) shall also observe and perform all the stipulations and conditions laid down by the Maintenance Agency regarding the maintenance, repair, management and administration of the Project/ Said Unit and shall pay and contribute

regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- (vii) to contribute his/her/their/its share of expenses towards painting, repairs, waterproofing, refurbishment and structural audits and fire audits (including fire safety audits) of the Project and the Common Areas & amenities, or at such intervals as may be stipulated by the Promoter and/or designated maintenance agency.
- (viii) On and after the Allottee/s is/are permitted to enter upon the Said Unit, after the Date of Offer of Possession in terms of Clause 7, to make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the Said Unit. In case such debris is not removed by the Allottee/s, the Allottee/s shall pay/reimburse to the Promoter, the cost incurred in the removal of such debris.
- (ix) the availability of electricity and/or water to the Said Unit are dependent upon the concerned supplier/provider/authority thereof.
- (x) Not to store in the Said Unit any goods, objects or materials which are or maybe of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of the Project, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter, and/or any Governmental Authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or may be likely to damage the lifts or the entrances, staircases, common passages or any other structure, or part, of Project, and to be liable for all damage that may be caused there to by the Allottee/s;
- (xi) the wet and dry garbage generated in and from the said Unit shall be separated by the Allottee/s and the wet garbage generated in and from the Project shall be treated separately by the maintenance agency of the Project.
- (xii) not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Said Unit, in the compound or any portion of the Project and/or the Common Areas & amenities.
- (xiii) not without the prior written permission of the Promoter, and/or the Maintenance Agency:
  - a) to carry out or undertake any painting, decoration, or other work, to the exterior of, or outside, the Said Unit;
  - b) to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project and/or the Common Areas & amenities.
  - c) to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies, or other open space/s(if any) forming part of or appurtenant to the Said Unit as also the Parking Space/s, and/or affix/install grills to the windows only as approved by the Promoter to maintain uniformity or grill/s or safety door/s to the

main door/s of the Said Unit.

- d) to hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Said Unit.
- e) to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project, and/or any of the Common Areas & amenities, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;
- f) to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees, purchasers or occupiers of any other premises in the Project.
- g) to demand or claim any partition or division of the Common Areas & amenities, or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest there in will, if the allotment and transfer herein is completed, be impartible.

29.4 Deck, balconies or open spaces, if any, (as specified by the Promoter) forming part of, and attached/appurtenant to any of the Said Unit in the Project are intended for and shall be exclusively used and occupied by the respective allottees/purchasers of the concerned said Unit, who shall never be entitled to enclose such open spaces without the prior permission in writing of the Promoter and Governmental Authorities, and in case such permissions are granted by the Promoter, the Governmental Authorities, the concerned Allottee/s / purchasers of such Said Unit in the Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof.

The Allottee/s shall, if and whenever requested by the Promoter hereafter, and within 15 (fifteen) Days of receiving the Promoter's written intimation in this regard, sign, execute and deliver to the Promoter in such form as may be desired by, it, any applications, consents, deeds, writings, etc. recording the confirmations and consents given and granted in this Agreement, and shall attend the office of the Promoter for this purpose.

29.5 The Allottee/s agree/s and undertake/s to pay other charges as may be levied by the Authority/ Governmental Authority upon the Said Unit and / or proportionate charges to the Project Land.

29.6 The Allottee/s agrees that the Promoter, at its own costs and expenses, shall develop the following facilities/areas on the Projects Land which are not part of the Common Areas of the Project and the same, for all times, shall fall under exclusive ownership and control of the Promoter including:

- (i) Kids Creche, Gym, Spa, Conference Hall, Club, Parking Spaces, Terrace etc.

The Promoter reserves the right to include any further area and space of the said Project at its own cost and expenses, which shall not form part of the Common Areas and the Allottee/s understand that such area or space shall not be the part of

the Common Area or Space of the said project but the same shall be treated as an additional facility belonging solely to the Promoter. The Allottee/s shall have the right to use such areas/ space upon the payment of usage charges for such facilities/areas, however, the exclusive ownership of such space/ area shall always vest with the Promoter.

- 29.7 The Allottee/s agree and accept that the office space to be allotted and the easement rights pertaining thereto and all other rights (including ownership rights) in the said Project shall continue to vest in the Promoter till the time the Sub-Lease Deed is executed in favour of the Allottee/s. In case the Allottee/s apply for and are allotted a portion of terrace for undertaking certain permitted uses, the Allottee/s shall only have a right to use that portion which specifically earmarked in the plan and the Allottee/s undertake not to cover the terrace area or put up any permanent or temporary structures thereon. The Terrace shall always be open to use for maintenance of services, water tanks etc.
- 29.8 That Promoter will provide lease assistance to the Allottee(s) of the said Unit in the Project. Promoter will also have a "First Right of Refusal" if the tenant arranged by the Allottee/s does not meet the basic criteria defined by the Promoter at that time, in case of refusal, Promoter may arrange an alternate tenant for the said Unit on the basis the ongoing market trends. However, it shall be the ultimate responsibility of Allottee/s to select a reputed tenant for the overall success of the Project. The terms and conditions of leasing imposed by the Promoter from time to time shall be binding upon the Allottee/s.
- 29.9 Not with standing that the Allottee/s may contemplate availing of, or has/have availed of, a loan in respect of the purchase of the Said Unit, and/or the Allottee/s has/have mortgaged, or will mortgage the Said Unit with such bank or financial institution (which is to be subject to the issuance by the Promoter's no objection/consent letter to such bank or financial institution) to secure such loan, it shall be sole and entire responsibility of the Allottee/s to ensure that the payment of the such loan amount, including the Total Price and every part thereof is completed, and the Promoter shall never be liable or responsible for the repayment of any loan availed of by the Allottee/s and/or any such mortgage; and the Allottee/s agrees to indemnify and keep indemnified and saved harmless the Promoter from and against all claims, costs, charges, expenses, damages and losses which they or any of them may suffer or incur by reason of any action that such banks/financial institution may initiate in relation to such loan or mortgage. Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter shall always have first lien and charge over the Said Unit in respect of, and to secure, the loan due and payable by the Allottee/s, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Said Unit shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.
- 29.10 The Allottee/s has/have gone through the representations made by the Promoter on the website of the Government Authority as required by Act and shall keep himself/herself/themselves/itself updated with all the matters relating to the Project that the Promoter will upload from time to time.

- 29.11 The Project shall always be called/known by the name “EXOTICA 132”.
- 29.12 All terms, conditions, covenants, stipulations and provisions contained in any Agreement, undertakings or writings given, or to be given, to Governmental Authority, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed or to be made or executed in respect of the Unit in the Project, shall be binding upon the Allottee/s and all the allottees / purchasers / occupants of premises in the Project.
- 29.13 The Allottee/s agree/s and undertake/s that he/she/they/it shall observe, perform and comply with all rules, regulations and byelaws, and take the requisite training of the measures/procedures, as required by the Promoter and / or the statutory authorities with respect to safety (including with respect to natural gas safety) of the Project / the Said Unit that are to be followed in case of any emergency. Furthermore, the Allottee/s and the other allottees/purchasers of the premises in the Project shall ensure that the statutory Authority provide all requisite training to its staff/employee(s) /worker(s) that is to be followed with respect to the safety measures/procedures (including with respect to natural gas safety) to be followed in case of any emergency.
- 29.14 The Allottee/s ensures and undertakes that all fit-outs done internally within the said Unit shall not pose any nuisance to the other occupants / purchasers and also protect against fire, pollution or health hazards, noise, etc. in the Project. Without prejudice to the aforesaid, in the event the Allottee/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Unit the Promoter / Maintenance Agency / Association shall be entitled to call upon the Allottee to rectify the same and to restore the Unit to its original condition within 7 (seven) days from the date of intimation by the Promoter / Maintenance Agency / Association in this regard. In the event the Allottee/s does not rectify the breach within such period of 7 (seven) days, the Promoter / Maintenance Agency / Association may carry out necessary rectification / restoration to the Unit (on behalf of the Allottee/s) and all such costs / charges and expenses incurred by the Promoter / Maintenance Agency / Association shall be promptly reimbursed by the Allottee/s. If the Allottee/s fails to reimburse to the Promoter / Maintenance Agency / Association any such costs / charges and expenses within 7 (seven) days of demand by the Promoter / Maintenance Agency / Association, the same would be deemed to be a charge on the Unit and the Promoter / Maintenance Agency / Association shall have the right to recover such cost / charges from the Interest Free Maintenance Security Deposit (‘IFMS’) paid by the Allottee/s. If the IFMS Deposit falls insufficient, the Promoter/Maintenance agency will initiate legal remedies to recover pending dues.
- 29.15 And the Allottee/s irrevocably agree/confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/their/its personal capacity, and as prospective member/s of the statutory Authority.

**30 GENERAL PROVISIONS:**

30.1 **Allottee/s Obligation of Confidentiality:** The Allottee/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all Confidential Information, and shall not, without the prior written permission of the Promoter, which may be granted, or refused, in the Promoter's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Allottee/s advisors and officers (subject always to similar duties of confidentiality), any Confidential Information, except where any Confidential Information

- (i) is required by Applicable Law to be disclosed;
- (ii) is required to be disclosed by any Governmental Authority with relevant powers to which the Allottee/s is subject or submits;
- (iii) is or shall (otherwise than by breach or default of this Agreement) be in the public domain;
- (iv) is required in connection with any financing which the Allottee/s may require or has already obtained in terms and in accordance with this Agreement.

30.2 Without prejudice to the generality of the foregoing provisions, the Allottee/s agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the agreement for allotment and sale herein, and/or any Confidential Information, shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, and by the Allottee/s, without the prior written permission of the Promoter, which permission may be refused by the Promoter, in its discretion.

**31 MORTGAGE / ENCUMBRANCE:**

31.1 The Allottee/s acknowledge(s) that the Promoter may avail construction finance from a scheduled bank / financial institution for the development of the Phase I of the said Project and may mortgage the receivables from the Phase I of the said Project to the said bank / financial institution along with the Project Land. The said mortgage or charge shall not affect the right and interest of the Allottee/s who has/ have taken or agreed to take on sub-lease the present Unit and NOC shall be provided as and when required.

**32 JOINT ALLOTTEE/S:**

32.1 That in case there are joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

**33 SAVINGS:**

33.1 Any Application form, Allotment letter, Agreement, or any other document signed by the Allottee/s, in respect of the Said Unit, prior to the execution and registration of this Agreement for Sale shall not be construed to limit the rights and interests of

the Allottee/s under the Agreement for Sale or under the Act or the Rules or the Regulations made there under.

**34 GOVERNING LAW:**

34.1 That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations framed thereunder including other Applicable Laws of India for the time being in force.

**35 DISPUTE REOLUTION:**

35.1 All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer or the Authority, as the case may be, appointed under the Act.

**36 JURISDICTION:**

36.1 Courts situated at Gautam Budha Nagar, Uttar Pradesh shall have the jurisdiction for all matters arising out of this Agreement.

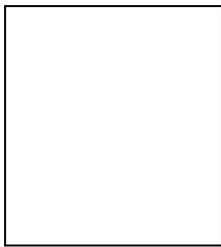
**IN WITNESS WHEREOF** Parties hereinabove named have set their respective hands and signed this Agreement at Noida in the presence of attesting witness, signing as such on the day first above written.

**SIGNED** by the within named Promoter

**For EXOTICA INFRATECH LLP**

**Authorised Signatory/ Designated Partner/ Constituted Attorney**

in the presence of...



Mr. \_\_\_\_\_  
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Mr. \_\_\_\_\_  
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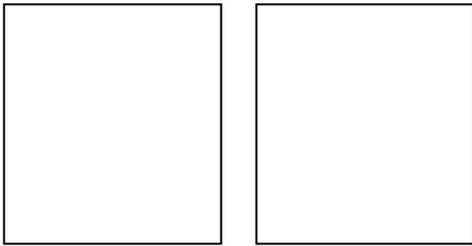
**SIGNED** by the within named Allottee/s,

**Mr. /Ms. /Mrs.** Name \_\_\_\_\_

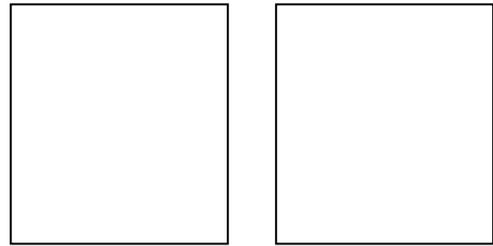
Signature

1. \_\_\_\_\_
2. \_\_\_\_\_

In the presence of



Mr. \_\_\_\_\_  
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Mr. \_\_\_\_\_  
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**SCHEDULE-I**  
**DEFINITIONS**

- 1.1.1 “**Agreement**” means this Agreement for Sale/Sub-Lease, including all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoter and by the Allottee(s), which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.
- 1.1.2 “**Applicable Laws**” includes the said Act, the said Rules, the said Regulations with such amendments, enactments, modifications including orders, regulations, circulars and notifications issued by the Governmental Authority from time to time and all other applicable laws, rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any Governmental Authority, or Courts of Law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Project, and/or the Project Land, or any part/s thereof; all being of the Republic of India.
- 1.1.3 “**Approvals**” includes all approvals, permissions, sanctions, licenses, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Laws, as the Promoter may consider necessary and expedient, and/or as required by any Governmental Authority, inter alia, in relation to the construction of the Project, and/or, inter alia, in relation to the Project Land, or any part thereof.
- 1.1.4 “**Association**” means the Association of the Unit owners of the Project formed under the relevant provisions of the Applicable Laws.
- 1.1.5 “**Booking Amount**” means the Earnest Money/Deposit stated in **Schedule-X** hereto, being amount equivalent to 10% (Ten Percent) of the Total Price payable by the Allottee(s) to the Promoter plus applicable taxes and other liabilities.
- 1.1.6 “**Building**” shall have the meaning as ascribed to it in Recital F hereof.
- 1.1.7 “**Carpet Area**” means the proposed carpet area of the said Unit in the statement annexed hereto in **Schedule-III**, as presently determined on the basis of the net usable floor area of the said Unit, excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the said Unit and is as per the Act.
- 1.1.8 “**Common Areas and Facilities**” shall mean such areas and facilities within the Building wherein the said Unit is situated and as more specifically provided in the Deed of Declaration which are meant for common use, enjoyment and access of the Allottee(s). It is hereby clarified that the Common Areas and Facilities shall not include areas which are to be reserved / restricted for any other allottee / right-holder at the Project or a group thereof or otherwise transferable by the Promoter to third parties as

entireper Applicable Laws;

- 1.1.9 **“Date of Offer of Possession”** means the date of the written communication addressed by the Promoter to the Allottee(s) in terms of Clause 7.1 of this Agreement, under which the Promoter shall offer ‘*ready to move in possession*’ of the Said Unit which is complete in all respects including the Said Unit Specifications, and for which occupation certificate and/or completion certificate/ part occupation certificate, as the case may be, has been issued by the competent authority; which is currently estimated by the Promoter, to be the date stated in this Agreement, subject to Force Majeure Events.
- 1.1.10 **“Entire Project”** shall mean and include multi storied IT/ ITES building/s comprising of Tower-2 having G+27 Floors and Commercial Blocks G+2 Floors as Phase 1 and Tower 1 having G+26 Floors (considering proposed additional FAR) as Phase 2 with 2 (two) Basements, parking spaces, Common Areas and Facilities and all that is and / or will be constructed with such alterations as permissible, as per Applicable Laws over the said Project Land collectively name as ‘**EXOTICA 132**’.
- 1.1.11 **“FSI” or “FAR”** means Floor Space Index or Floor Area Ratio.
- 1.1.12 **“Governmental Authority”** means the Government of India, the State Government of Uttar Pradesh, and any local or other government, and any ministry, department, agency, officer, commission, court, judicial or quasi-judicial body or authority, statutory or public authority or body, or other body or person exercising executive, legislative, judicial, regulatory or administrative functions of a government, the Real Estate Regulatory Authority constituted by the State Government of Uttar Pradesh under Act, and any other concerned bodies or authorities.
- 1.1.13 **“Informative Materials”** means all advertisements, publicity, or promotions, of whatsoever nature in respect of the Said Land and/or the Project and/or Building, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter; and includes publicity reports and includes the show/sample Said Unit with fixtures, fittings and amenities etc. provided therein.
- 1.1.14 **“Non Refundable Amounts”** shall collectively mean (i) interest on any overdue payments; and (ii) brokerage paid / payable by the Promoter to the channel partner / broker in case the booking is made by the Allottee through a channel partner / broker and (iii) all taxes paid by Promoter to the statutory authorities levied or leviable under Applicable Laws and (iv) subvention cost and interest (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in instalments or paid directly by the Promoter to the bank and (v) administrative charges as per Promoter’s policy and (vi) any other Taxes, charges and fees payable by the Promoter to the government authorities including but not restricted to the Pass Through Charges (vii) any payout(s) in any manner whatsoever including but not limited to rebate(s), discount(s), reimbursement(s), pre-handover rebate / payout / benefits etc. and (viii) loss of opportunity cost, cost or expenses towards cancellation of booking, cost or expenses towards acquiring subsequent booking and other similar consequential or incidental costs or losses;

- 1.1.15 “**Parking Space(s)**” means such number of vehicle parking spaces (if applicable) referred to in the Statement annexed hereto in **Schedule-V** hereunder written. The location and the designated number of the Parking Space(s) will be determined by the Promoter and notified (in writing) to the Allottee(s) on or before the Date of Offer of Possession.
- 1.1.16 “**Plans**” means the plans, drawings and layout as currently approved and sanctioned by the concerned Governmental Authorities in respect of the Project Land, and includes plans, drawings and Plans, in respect of the Project and/or parts thereof, and/or as may be sanctioned and approved from time to time in respect of the Project; together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as required by any Governmental Authority.
- 1.1.17 “**Promoter’s Bank Account(s)**” means the bank account/s as may be designated and operated from time to time by the Promoter for payment and deposit by the Allottee/s of the Total Price, or any part/s thereof.
- 1.1.18 “**Project**” shall mean and include multi storied IT/ ITES building/s comprising of Tower-2 having G+27 Floors and Commercial Blocks G+2 Floors registered under the provisions of the Act with the Authority, having Registration No. \_\_\_\_\_ being Phase-1 of the Entire Project.
- 1.1.19 “**Project Land**” shall mean land admeasuring approximately 12145.56 SQ. MTRS. for Phase-1 out of the entire Project land admeasuring approximately 20242.60 SQ. MTRS. and situated at Plot No. A-3A in Sector 132, Noida, Gautam Buddha Nagar, U.P. The Project named “**EXOTICA 132**” is being developed on the said entire Project Land
- 1.1.20 “**Project Completion**” means the completion of the entire development and construction of the Project.
- 1.1.21 “**Project Engineer**” means any structural and/or civil engineers that may be engaged, from time to time, by the Promoter, in relation to the Project.
- 1.1.22 “**Said Unit Specifications**” means the amenities, fixtures and fittings proposed to be provided in the Said Unit, as listed in the Statement annexed hereto at **Schedule-VIII** hereto.
- 1.1.23 “**Taxes**” means all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law, and/or by Governmental Authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Said Unit, and/or the Parking Space/s, and/or this Agreement, and/or upon the Total Price and/or any or all of the other payments referred herein, and/or upon the statutory Authority to be formed in respect of the Project, and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes Goods And Services Tax(GST), education tax/Cess/charges, local body tax, property rates and taxes and cess, stamp duty and

registration charges, and any other taxes, imposts, impositions, levies, or charges, in the nature of indirect tax, or in relation thereto, that is/are imposed or levied by any Governmental Authority.

- 1.1.24 “**TDS**” means tax deducted at source, under the Income Tax Act, 1961.
- 1.1.25 “**TDS Certificate**” means a certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961.
- 1.1.26 “**Total Price**” means the purchase price and consideration payable by the Allottee/sand taxes as may be applicable, as stated in **Schedule-VI** hereto.
- 1.1.27 “**UP Apartment Act**” means the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, its rules and amendments thereof from time to time.

**SCHEDULE-II**

**DESCRIPTION OF THE ENTIRE PROJECT LAND**

All those pieces or parcels of land or ground admeasuring approximately 20240.60 Sq. Meters situated at Plot No. A-3A in Sector 132, Noida, Gautam Buddh Nagar, U.P., which land is bounded as follows: -

On or towards the North	:	Plot No. A-03, Sector 132
On or towards the South	:	Plot No. A-04, Sector 132
On or towards the East	:	45-Meter-Wide Road
On or towards the West	:	Plot No. A-09, Sector 132

**SCHEDULE-III**

**DESCRIPTION OF THE SAID UNIT**

All that the proposed Said Unit bearing No. \_\_\_\_\_, admeasuring approximately \_\_\_\_\_ (Square Meters) Carpet Area that is, approximately \_\_\_\_\_ (Square Feet) Carpet Area, on \_\_\_\_\_ Floor in Building /Tower Number / Block \_\_\_\_\_, of the Project, together with \_\_\_\_\_ Vehicle Parking Space(s) in the \_\_\_\_\_.

Application No. \_\_\_\_\_ dated \_\_\_\_\_.

**SCHEDULE-IV**  
**TYPICAL FLOOR PLAN**

**SCHEDULE-V**  
**SAID UNIT DETAILS**

Sr.		Particulars						
(1)	Project Name	<b><u>QR Code to be inserted:</u></b>						
(2)	Building /Tower Number / Block	_____						
(3)	Said Unit	<p>Said Unit bearing No. _____, on _____ floor of the Project “<u>EXOTICA 132</u>” admeasuring about;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Carpet Area of Said Unit</th> <th style="text-align: center;">Square Meters</th> <th style="text-align: center;">Square Feet</th> </tr> </thead> <tbody> <tr> <td style="height: 40px;"></td> <td></td> <td></td> </tr> </tbody> </table>	Carpet Area of Said Unit	Square Meters	Square Feet			
Carpet Area of Said Unit	Square Meters	Square Feet						
(4)	Parking Space/s	____(_____) vehicle parking space/s in the Project.						
(5)	Total Price	Rs. _____/- (Rupees _____ Only) and Taxes (including GST) as may be applicable						
(6)	GST	As applicable						
(7)	Date of Offer of Possession of the Office Space	On or before _____ years from execution hereof.						

**SCHEDULE-VI**

**TOTAL PRICE**

<b>Sr. No</b>	<b>Particulars</b>	<b>Cost (as per Carpet Area)</b>	<b>Rebate / Discount</b>	<b>Net Basic Cost</b>	<b>GST</b>	<b>Total Cost</b>
1.	Basic Sales Price ('BSP')					
2.	Preferential Location Charges					
3.	Car Parking (if any)					
4.	Other Charges (External Electrification Charges, Fire Fighting Charges, Lease Rent )					
5.	Any other Charges					
<b>TOTAL</b>						

**Note:**

1. The Total Sale Consideration is exclusive of the Possession Charges:
  - a. Maintenance, Power back-up facility or Any other facility usage charges along with applicable taxes.
  - b. The Dual meter installation charge shall be Rs. 25,000/- along with applicable taxes.
  - c. Interest Free Maintenance Security ('IFMS') along with applicable taxes.
  - d. Advance Maintenance Charges along with applicable taxes at the time of Offer of Possession.
2. The Total Sale Consideration is based on the Carpet Area of the Unit.

**SCHEDULE-VII**

**PAYMENT PLAN**

**SCHEDULE-VIII**

**(UNIT SPECIFICATIONS)**

Name of the Project		
<b>Project Specifications</b>		
<b>Building /Tower Number / Block</b>		
<b>Office Space</b>		
	Flooring	Bare Slab
	Ceiling	Bare Slab
	Wall	Block Work/Dry Cladding/Fly Ash Brick
	Door	Toughened Glass Door
	Electrical	Connection at one point for single Unit
	Air-Conditioning	Single Point for Chilled water connection
<b>Common Areas</b>		
	Lobby	
		Ground Floor Lobby Flooring and cladding in Italian Marble / Granite / Vitrified Tiles
		Upper Floor Lobby Flooring and cladding in / Granite / Vitrified Tiles
		Wall in Texture / emulsion paint and ceiling in OBD
	Common Washroom	
		Vitrified Tiles / Ceramic Tiles for flooring and dado
		Standard White Chinaware
		Standard C.P Fittings
	Facade	
		Combination of Brick Works ACP and Glass

**SCHEDULE-IX**

**SPECIFICATIONS, AMENITIES AND FACILITIES OF THE PROJECT**

**SCHEDULE-X**  
**RECEIPT**

Received on or before execution here of, of and from the within named Allottee/s, the sum of Rs.  
...../(Rupees.....only)

<u>Sr. No.</u>	<u>Date of payment</u>	<u>Mode of payment</u>	<u>Cheque no./UTR no.</u>	<u>Bank Name</u>	<u>Total Amount</u>

\*The above-mentioned payments are subject to realization of cheque/s.

being the Booking Amount/Part Consideration of the Total Price agreed to be paid by the Allottee/s,  
to us as within mentioned.

**Witnesses:**

1.

**For Exotica Infratech LLP**

2.

**Authorised Signatory/  
Designated/  
Partner/**